

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CAMBRIDGE PUBLIC SCHOOLS  
AND  
DAVID MURPHY  
2025-2029**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 31 day of October 2025, by and between the CAMBRIDGE PUBLIC SCHOOL DISTRICT (the "School District"), acting by and through the Cambridge School Committee, with a principal place of business at 459 Broadway, Cambridge, Massachusetts 02138 ("the Committee") and DAVID MURPHY ("Mr. Murphy" or the "Superintendent").

WHEREAS, Mr. Murphy has been serving as Interim Superintendent of Schools since July 2024 and wishes to be employed by the School District as the Superintendent of the Cambridge Public Schools; and

WHEREAS, the School District wishes to continue to employ Mr. Murphy in the capacity of Superintendent of Schools; and

WHEREAS, the parties wish to enter into a written Agreement that sets forth their respective rights and obligations which are not otherwise imposed by law;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Employment.** The Committee, pursuant to the provisions of G.L. c. 71, §59 and in accordance with an Order adopted at the meeting held on October 6, 2025, hereby employs Mr. Murphy as the Superintendent of Schools of the Cambridge Public Schools and Mr. Murphy hereby accepts such employment under the following terms and conditions, effective as of October 6, 2025.

2. **Term of Agreement.**

A. The Superintendent shall be employed for the period October 6, 2025, through June 30, 2029.

B. Unless terminated earlier in accordance with Section 22 of this Agreement or extended in accordance with Section 2(E) of this Agreement, this Agreement shall terminate, as herein provided, on June 30, 2029, and, as of such date, Mr. Murphy's employment as Superintendent shall also terminate.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 22 of this Agreement.

D. Nothing in this Agreement shall in anyway be construed as granting tenure or "professional status" to Mr. Murphy in the position of Superintendent.

E. On or before June 30, 2028, the Committee shall inform the Superintendent whether it wishes to enter into negotiations for purposes of renewing this Agreement or whether it is the Committee's intent not to extend this Agreement beyond June 30, 2029. If the Committee does not notify the Superintendent of its intent to either negotiate or not renew this Agreement by June 30, 2028, it shall be extended for one (1) additional year and terminate as of June 30, 2030.

F. Failure to extend this Agreement by the Committee shall not be considered a discharge under the Agreement or for the purposes of any statute.

**3. Professional Certification and Professional Development.** The Superintendent shall furnish to the Committee and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying him to serve as a superintendent of schools in the Commonwealth of Massachusetts, as required by G.L. c. 71, §38G, and all other applicable laws and regulations. The Superintendent shall also pursue all appropriate professional development activities necessary for his professional development and for the maintenance of his certification.

**4. Duties and Responsibilities.**

A. The Superintendent agrees to diligently, faithfully, professionally, and competently perform the services, duties and obligations required by this Agreement, applicable state and federal laws and regulations, and the lawful directives rules, regulations, and policies of the Committee.

B. The Superintendent shall serve as the Chief Education Officer and Chief Executive Officer of the School District, as provided in G.L. c. 71, §59, all other applicable laws and regulations pertaining to public education in Massachusetts, and shall be responsible to direct, organize and manage the School District, in conformity with the requirements of G.L. c. 71 and all other applicable federal and state statutes and regulations pertaining to public education and public finance, and in conformity with the rules and policy determinations of the Committee. Subject thereto, the Superintendent shall be responsible for, among other things, hiring, firing, disciplining, assigning, transferring, supervising, evaluating and directing subordinates and employees in the school district, developing and recommending strategies for improving instructional quality and student achievement, sustaining and improving the involvement of parents and community members and institutions in the school system, establishing and implementing sound financial management procedures, preparing an annual budget and submitting that budget to the School Committee for review and approval, and otherwise organizing the school system in a manner that best serves the educational needs of the students in the Cambridge Public Schools in accordance with Massachusetts General Laws and applicable federal laws.

C. The Committee may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that the Committee shall not, without the Superintendent's consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of a Superintendent of Schools in the Commonwealth of Massachusetts.

D. The Committee and Superintendent will jointly develop a list of priorities upon which attention is to be focused during the term of this Agreement.

E. The Superintendent shall attend all meetings of the Committee, unless excused, and may participate in all Committee deliberations except when matters relating to his own employment are under consideration. He shall advise the Committee on policies and plans which the Committee takes under consideration and shall take the initiative in presenting to the Committee policy and planning issues for the School Committee's attention. The Superintendent shall keep the Committee informed as to his administrative actions both as to reasons and outcomes in a manner mutually agreed upon by the parties.

F. The Superintendent recognizes that the proper performance of his duties and responsibilities will require him to work longer than the school day and that the duties and responsibilities are not confined to prescribed hours.

G. The Superintendent shall have authority, subject to law and any legally binding contracts of the School District, to organize, reorganize and arrange the administrative and supervisory staff in such a way as, in his best judgement, best serves the School District, subject to consultation with the Committee.

H. The Superintendent shall not accept any outside consulting or employment during the term of this Agreement without Committee approval which shall not be unreasonably withheld, provided such activities do not in any manner interfere or conflict with the performance of the Superintendent's duties and responsibilities as Superintendent, or bring the School Department or Committee into disrepute or place the Committee and/or the Cambridge Public Schools in a negative light.

I. Without the express consent of the Superintendent, the Committee shall not reassign the Superintendent to any other position in the School District nor shall it reassign his duties to other employees of the District, except in cases of disability (as described in this Agreement).

**5. Superintendent/Committee Communications and Relationships.**

A. No later than October 31 each year of this Agreement, the Committee and the Superintendent shall meet to discuss working relationships and communications.

B. The relationship between the Committee and the Superintendent shall be based on a deep commitment to working cooperatively for the benefit of the children and the general community served by the Cambridge Public Schools, and it shall reflect a clear understanding that the Committee

is the establishing agent of all School District policy and that the Superintendent has the responsibility to recommend policy and administer policy in a sound, ethical and fair manner.

C. In its discretion, the Committee will refer to the Superintendent any criticisms, complaints and situations that are brought to its attention and which the Committee deems important enough to warrant the Superintendent's attention for action, study, and/or response, as appropriate. The Superintendent shall review and attend to such matters for action, study, or response, as appropriate, and keep the Committee informed as set forth in Section 4(E), above.

**6. Community Activities.** The Committee expects the Superintendent to participate in community activities in order to generate support for the School District, and to solicit feedback from the community on the performance of the School District and its strategic objectives. The Superintendent is a voting member of the Family Policy Council. The Committee encourages the Superintendent to become a member of or participate in community and civic affairs, including civic clubs, nonprofit organizations, and governmental committees. In addition, the Committee and the Superintendent agree that his participation in professional educational activities and organizations is a direct benefit to him and the School District. The Superintendent may hold office or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent will seek the input and approval of the Committee, which shall not be unreasonably withheld, regarding his community and professional educational activities.

**7. Evaluation.**

A. The Committee and the Superintendent shall meet in open session to discuss the establishment of mutually acceptable goals and objectives, including measurable outcomes, for each school year, taking into account the educational goals or policies established by the Committee. If the parties are unable to agree on mutual goals and objectives, the Committee shall set goals and objectives, including measurable outcomes, considering the consultation and deliberation they have had with the Superintendent. Such goals, objectives, and measurable outcomes shall be such as are reasonably attainable. The Committee agrees to work with and support the Superintendent in achieving such goals, objectives, and measurable outcomes, as well as any and all District Goals.

B. The Superintendent shall be evaluated annually by the Committee. The Committee and the Superintendent shall agree upon a time in each year of this Agreement to conduct the Superintendent's evaluation. The Committee shall consult with the Superintendent on the evaluation instrument and procedures to be used by the Committee in its evaluation of the Superintendent. Prior to the evaluation, the Superintendent shall report in writing to the Committee, his updates, accomplishments, and progress toward and attainment of the goals and objectives established in 7(A), above.

C. The Committee and the Superintendent shall deliberate as permitted under the Massachusetts General Laws regarding the Superintendent's evaluation and the Committee shall provide the Superintendent with a copy of the written evaluation at least ten (10) workdays prior to the meeting of the Committee scheduled to discuss the evaluation with the Superintendent. The Vice Chair shall complete the evaluation form for the Committee. In conducting the evaluation, the Committee shall speak in "one voice" by voting as an entire Committee on the Superintendent's performance. The feedback of each member of the Committee regarding each aspect of the evaluation shall not be segregated from the consensus view. In the event that the Committee consensus determines that the

performance of the Superintendent is unsatisfactory in any respect, the Vice Chair shall describe in writing in reasonable detail the specific areas of unsatisfactory performance, the specifics which give rise to this determination, and related suggestions for improvement.

D. The Superintendent shall sign the written evaluation completed by the Vice Chair. The Superintendent's signature shall not indicate necessarily agreement with the content of the evaluation but rather shall indicate acknowledgement of receipt of the document. The completed and signed evaluation form shall be placed in the Superintendent's personnel file. The Superintendent may respond to the evaluation in writing and the Committee will attach his response to the evaluation in his file.

E. The Superintendent shall be provided with copies of individual Committee member's evaluations, and she shall meet with each Committee member to discuss the contents of each member's completed form at a mutually agreeable time.

## **8. Compensation.**

A. The Committee agrees to pay the Superintendent, in consideration of faithful, diligent, and competent performance of the duties and responsibilities of the Superintendent of Schools, in accordance with the regular payroll cycle of the School District. For purposes of this Agreement, a Contract Year shall ordinarily commence on July 1 and shall end the following June 30. During Contract Year 1, the Superintendent shall be paid an annual salary of \$285,000 (to be prorated for Year 1 based on the contract period October 6, 2025 to June 30, 2026). In each additional year of the contract, the Superintendent shall be paid a salary which is no less than his salary for the preceding Contract Year plus a cost of living adjustment (COLA) not to exceed 1.5% of the previous year's salary determined at the sole discretion of the Committee, subsequent to at least one negotiating session at which the Superintendent will be present and in which the Committee shall convene in executive session pursuant to G.L. c. 30A §21(a)(2) at least ninety (90) days prior to the start of the new Contract Year.

B. The Superintendent's annual salary shall be earned ratably throughout each Contract Year and shall be subject to withholdings and deductions required by law or authorized by the Superintendent. The Superintendent shall be paid on a semi-monthly basis.

C. Effective July 1, 2026, and on July 1<sup>st</sup> of each subsequent Contract Year of this Agreement in addition to the COLA adjustment for each such year referred to in subsection 8(A), above, the Superintendent shall be eligible for an additional adjustment up to or equal to one percent (1%) of his salary for the preceding Contract Year. Such additional adjustment shall be based on, and contingent on, evidence demonstrating progress on outcome measures in the District Strategic Plan in the judgement of the Committee, and the Superintendent receiving an overall rating of proficient or exemplary on his performance evaluation for the Contract Year. The Superintendent will identify indicators and goals with the Committee for these measures.

D. The Superintendent shall not be entitled to overtime or compensatory time. The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

E. Retention Incentive. The Committee recognizes the value to the Cambridge Public Schools in leadership stability. Therefore, in recognition of the importance of the Superintendent working the full term of this Agreement, if this Agreement has not been terminated by either party

prior to June 30, 2029, the Committee shall pay a one-time retention incentive payment equal to 4% of the Superintendent's annual base salary upon the completion of the final year of this Agreement. Such retention payment shall not be included in and is not part of the Superintendent's salary. Such retention payment shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent.

**9. Annuity and Supplemental Insurance.**

A. In addition to the Superintendent's compensation pursuant to Section 8 of this Agreement, the School Committee shall pay up to Fifteen Thousand Dollars (\$15,000.00) per Contract Year commencing in Contract Year 1 (to be prorated for the period October 6, 2025 – June 30, 2026) to purchase an annuity plan selected by the Superintendent in accordance with applicable law and regulations. Such annuity shall be consistent with G.L. c.71, §37B and shall comply with the requirements of Internal Revenue Code Section 403(b) for exclusion of such payments from the Superintendent's taxable income for the applicable Contract Year. To receive the annuity plan provided in this Section 9(A), the Superintendent shall complete and submit all required forms and documents (hereinafter the "documentation") necessary or requested by the Committee, the School District, or the City of Cambridge to comply with applicable requirements precedent to the School Committee providing an annuity under this Section 9(A). The Superintendent shall submit documentation for each Contract Year, prior to June 30th in each Contract Year preceding the Contract Year in which the annuity will be purchased. The Superintendent understands that the District will report the payments made under this Section 9(A) to federal and state taxing authorities. The Superintendent agrees that if any taxing authority determines that taxes, penalties and/or interest are due or owing with respect to the payments made under Section 9(A) of this Agreement, the Superintendent shall be solely responsible and liable for the payment of such taxes, penalties and interest. Furthermore, the Superintendent agrees to indemnify and hold harmless the Committee, the School District and the City of Cambridge from all sums due and from the costs of defense in the event any such taxing authority assesses or finds the Committee, the School District, the City of Cambridge, or any of their employees, representatives or agents liable to pay any portion of such taxes, penalties, or interest.

B. Except as provided in Section 9(A), above, the Superintendent and the Committee agree that the Superintendent shall not be entitled to receive reimbursement for supplemental insurance in any Contract Year under this Agreement.

C. The Superintendent acknowledges that neither the Committee nor its counsel has advised him regarding the taxability of any monies payable to him under this Agreement. The Superintendent is advised to consult with his own counsel and/or tax advisor as to the specific tax consequences of any payments made under this Agreement.

**10. Vacation Leave.**

A. The Superintendent shall be entitled to twenty-five (25) days of paid vacation per Contract Year, exclusive of legal holidays, which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties, and subject to the other provisions of this Agreement. In the event that the Superintendent resigns or is dismissed from the position during the term of the Agreement having completed less than three (3) months of service in a Contract Year, the vacation leave will for that Contract Year be prorated to ten (10) days, and if less than six (6) months in a Contract Year, the vacation leave for that Contract Year will be prorated to fifteen (15) working days.

B. It is the intention of the parties that vacation days are to be taken in the Contract Year in which they are granted or they are forfeited. In no event may more than twenty (20) cumulative days of unused vacation time be carried over from one Contract Year to the next. The Superintendent may elect to be compensated for up to fifteen (15) unused vacation days per Contract Year, to be paid by the School District at his daily rate as established by the salary in Section 8 of this Agreement.

C. Unused vacation leave shall be paid upon termination of employment in accordance with Massachusetts law.

D. The Superintendent will coordinate his vacation leave with the Chair of the Committee.

E. The Committee agrees to compensate the Superintendent for up to thirty (30) previously unused vacation days accumulated during his time as Interim Superintendent, to be paid at his daily rate as established by his annual base salary as Interim Superintendent. The Superintendent shall submit his request for payment under this section on or before December 31, 2025.

#### **11. Sick Leave.**

A. Annual sick leave shall be earned at the rate of fifteen (15) days per Contract year, one and one half (1½) days per month, and shall be cumulative without limit. Sick leave may only be used for personal illness or as otherwise provided in School District policy.

B. The Superintendent shall participate in the administrators' sick leave bank. The Superintendent shall be eligible to receive sick days from the administrators' sick leave bank, in accordance with its terms.

C. Upon the Superintendent's separation from employment under this Agreement for reasons other than termination for "good cause" as set forth in Section 22(A), below, he shall be eligible for buyback of all accrued, unused sick days as follows: (1) for all days totaling up to fifty (50), at a rate of Thirty Dollars (\$30) per day and (2) for any days which exceed fifty (50) and up to sixty (60), Fifty Dollars (\$50) per day.

**12. G.L. c. 32B Health/Dental Insurance/Life Insurance.** The Superintendent shall be eligible for the group health, dental and disability insurance applicable to management officials of the City of Cambridge at the same premium contribution rate as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer to the Superintendent only those health insurance and dental insurance plans that are offered to nonunion management employees of the City of Cambridge. The Superintendent shall also be eligible for the group life insurance applicable to management officials of the City of Cambridge at the same premium contribution rate and at the same coverage ceiling(s) as such insurance is offered to management officials of the City of Cambridge. The Committee shall be obligated to offer the Superintendent only that group life insurance plans that are offered to non-union management employees of the City of Cambridge.

**13. Bereavement Leave.** The Superintendent shall be entitled to bereavement leave of five (5) consecutive days for the death of an immediate family member, as defined by the School District policy

for professional employees, or a relative who resided in the home of the Superintendent, and one (1) workday for the death of a close relative.

**14. Personal Days.** The Superintendent shall be entitled to personal leave of three (3) days per Contract Year for attending to personal situations which otherwise cannot be handled during non-work time. It is agreed that such days will not be taken immediately prior to or following a holiday or vacation period unless required and unavoidable. Personal days not used in the year in which they are granted are forfeited.

**15. Holidays.** The Superintendent shall be entitled to a day off with pay for all Massachusetts legal holidays and other holidays authorized by the Committee.

**16. Expenses.**

A. The Superintendent shall be reimbursed for all necessary and reasonable expenses (excluding commuting) incurred in the performance of the duties of the Superintendent, including cost of transportation and attendance at appropriate local, state, national and international meetings and conferences, and dues for membership in professional organizations or civic organizations, in accordance with the School District budget and City of Cambridge and Committee policies. The Superintendent shall inform the Chair before incurring any of these expenses in connection with his attendance at local, state, national and international meetings and conferences.

B. The Superintendent shall be provided with the use of a School District credit card for expenses associated with the conduct of School District business, subject to appropriate City of Cambridge and School District procedures and policies regarding credit card use. The Superintendent will provide the Committee each February with an annual report of Cambridge Public Schools credit card expenses incurred during the previous calendar year.

**17. Transportation.** The Superintendent shall be provided with the use of a School District-owned or leased automobile for his unrestricted use. The Superintendent agrees that at all times he shall operate and use the automobile in accordance with applicable laws and regulations. Insurance, maintenance, repairs and gasoline in connection with the operation of said automobile shall be paid by the School District. Upon expiration of this Agreement and the Superintendent's employment with the School District, the Superintendent shall return the automobile to the School District.

**18. Technology and Communication.** To facilitate the work and availability of the Superintendent, the School District agrees to provide the Superintendent with reasonable and necessary current or recent technology, communication devices, and computer access, such as a desktop computer, laptop computer, tablet, software and supplies, and smartphone, at both his office and residence for business and limited personal use to enable him to conduct work from either location or from remote locations. To facilitate the work and availability of the Superintendent, the School District also agrees to provide the Superintendent with reasonable and necessary cellular communications, including monthly charges, for business and limited personal use to enable him to conduct work from his office, residence or remote locations.

**19. Outside Professional Activities.** The Superintendent shall devote full time, attention, and energy to the business of the School District. The Superintendent, however, may undertake speaking engagements, writing, or lecturing, whether paid or unpaid, provided such activities do not in any

manner interfere or conflict with the performance of the duties and responsibilities of Superintendent and that such activities do not violate any provisions of G.L. c. 268A. Such outside professional activities shall be reported with reasonable promptness to the Chair of the Committee.

**20. Retirement.** The Superintendent shall be entitled to participate in the Massachusetts Teachers Retirement System as required by G.L. c. 32, §2 and in accordance with applicable laws, regulations and rules.

**21. Warranty of Credentials.** The Superintendent represents and warrants the validity of his credentials and experience proffered to the Committee and acknowledges and agrees that material misrepresentation therein shall constitute good cause for purposes of termination pursuant to this Agreement. The Superintendent agrees that if there is or has been a material change in such information, he will advise the Committee immediately.

**22. Termination of Employment Agreement**

**A. Termination for Good Cause.** During the term of this Agreement, the Committee may terminate his employment and this Agreement for good cause. "Good cause" as used herein shall mean, but is not limited to, any one or more of the following: willful misconduct; incompetence; conduct unbecoming a Superintendent; physical or mental incapacity to perform the essential functions of the position with or without reasonable accommodation; failure to meet reasonable performance standards as determined by the Superintendent's evaluations pursuant to Section 7, above; willful neglect of duty; and insubordination regarding lawful directives by the Committee. Prior to any termination for good cause, the Committee shall provide the Superintendent with written notice setting forth with reasonable specificity the reason, reasons, charge or charges against him, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chair of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). The Superintendent shall be afforded all procedural rights available under G. L. c. 30A, §21. The hearing shall be public or private, at the option of the Superintendent, and the Superintendent shall be entitled to have his legal counsel present to advise and represent him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, shall be final and binding, subject to such judicial review as may be provided under applicable law. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive, salary payments and benefits that would have been earned after the effective date of termination.

**B. Disability of the Superintendent.** If the Superintendent is absent from work on account of a non-work related disability for more than ninety (90) days, the Committee shall have the option of terminating his employment and this Employment Agreement upon fourteen (14) days' prior notice. If the Committee exercises its option to terminate the Superintendent's employment and this Agreement pursuant to this paragraph, the Superintendent shall not be entitled to receive salary payments and benefits that would have been earned after the effective date of such termination, The Committee's decision and determination as to the disability of the Superintendent shall be final and shall be based on the opinion of a mutually agreeable, properly licensed medical doctor.

**C. Early Termination by the Superintendent.** The Superintendent may resign his position upon at least ninety (90) days' written notice to the Committee.

**D. Early Termination by Committee.** At any time prior to June 30, 2029, the Committee may terminate the Superintendent's employment without Good Cause by giving the Superintendent ninety (90) days written notice of termination, such termination to be effective ninety (90) days after such notice is given. In the event that the Committee terminates the Superintendent's employment without good cause, the School District shall pay the Superintendent an early termination payment equal to the salary and benefits due through the end of the contract, not to exceed six-months of his salary at the annual rate then in effect. Such early termination payment shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. Such early termination payment shall be made on or about the effective date of the Superintendent's termination from employment.

**E.** This Agreement and the Superintendent's employment may be terminated at any time by mutual agreement of both parties.

**F.** Termination of the Superintendent's employment shall terminate this Agreement. Upon termination of this Agreement, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of his termination. However, with the exception of the early termination payment in Section 22(D), above, if applicable to the Superintendent's termination, the Committee shall not be required to pay, and the Superintendent shall not earn and shall not be entitled to receive, any salary payments or benefits after the effective date of his termination. The Superintendent may request to use his accrued vacation days prior to his separation from employment.

## **23. Indemnification.**

**A.** In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide legal counsel and to indemnify and hold harmless the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting in good faith within the scope of his employment or under the direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to claims arising out of actions by the Committee to suspend and/or terminate the Superintendent in accordance with this Agreement or for any other legal proceedings based upon conduct by the Superintendent that is criminal, malicious or intentional misconduct, or outside the scope of his official duties or employment.

**B.** The School District shall indemnify the Superintendent from personal financial loss from legal claims as described above, including legal fees and costs, to the maximum extent permitted by Massachusetts G.L. c. 258, provided that the Superintendent must cooperate with any defense. Further, as a condition of receiving such indemnification, the Superintendent shall, within ten (10) days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

**C.** This Section 23 shall survive the termination of this Employment Agreement.

**24. Committee Protection.** The Superintendent and the Committee agree that the seven individual members of the Committee shall not be sued personally for any alleged violation of the terms and conditions of this Agreement. Further, it is agreed that no claim shall be made against an individual member of the Committee in his/her personal capacity for any alleged violation of

this Agreement; however, this would not prevent any other cause of action that the Interim Superintendent might otherwise have at law and/or in equity.

**25. Notices.** Any notice required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified-mail to the following:

To the Cambridge School Committee:

Cambridge School Committee  
459 Broadway  
Cambridge, MA 02138

To Superintendent:

Address on file with Human Resources or to such other address as the Superintendent submits in writing to the Committee.

All notices shall be effective when provided to the Committee or the Superintendent by United States mail, private tracked courier delivery, or confirmed receipt facsimile, and shall be deemed delivered as of the date of personal service by such courier or facsimile, or as of the date of deposit of such written notice in the United States mail.

**26. Legal Validity/Governing Law.** This Agreement shall be interpreted, enforced, governed and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts, and is consistent with the policies, rules, and regulations of the Committee. If any portion of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document. The parties agree that any disputes shall be resolved or adjudicated in the courts of the Commonwealth of Massachusetts.

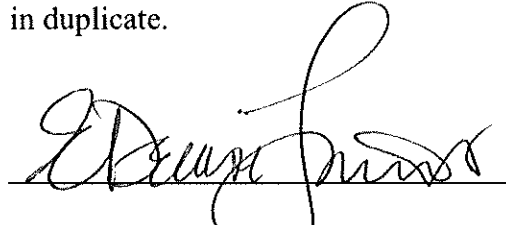
**27. Entire Agreement.** This Agreement embodies the entire Agreement between the Committee and the Superintendent with respect to the subject matters herein and the parties acknowledge that there have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement supersedes all prior agreements. This Agreement may not be modified or amended other than by an agreement in writing that has been executed by the parties hereto.

**28. Legal Representation and Understanding.** Each side has had the opportunity to consult with counsel prior to executing this Agreement. Further, each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party. Each party has read the Agreement, understands the content of the document, and has executed it voluntarily.

**29. Ratification.** The parties agree that this Agreement shall be contingent upon, and shall not take effect without, affirmative ratification by the Committee.

**30. Counterparts.** This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and both of which taken together will be deemed one and the same instrument.

**IN WITNESS WHEREOF** the parties have caused this Employment Agreement to be subscribed in duplicate.



E. DENISE SIMMONS  
Chairperson, Cambridge School Committee  
Mayor, City of Cambridge

Date: Oct 31, 2025

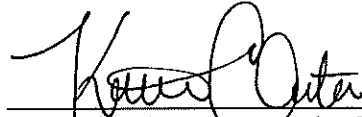


MR. DAVID MURPHY  
Superintendent, Cambridge Public School District

Date: 11/3/25

## CERTIFICATION OF EXECUTIVE SECRETARY TO THE SCHOOL COMMITTEE

THIS IS TO CERTIFY that this Agreement was approved, and the execution thereof on behalf of the Cambridge School Committee of the City of Cambridge was authorized, by a vote of the Cambridge School Committee at a public meeting duly held on 10/3/25 [date] and has been made a part of the minutes of that meeting.

  
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Executive Secretary to the School Committee